

Op 22

1904/06



# AGREEMENT

BETWEEN

MINERS AND OPERATORS.



Donnelly. Printer



Charleston, W. Va.



331.81  
Op 2a  
1904/06

# Articles of Agreement.

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ARTICLES OF AGREEMENT made and entered into this 31st day of March, 1904, by and between the Operators of the Kanawha District of West Virginia, and the United Mine Workers of America, governing the operation of mines in said District for the two years ending March 31st, 1906.

1. There shall be a horizontal reduction of 5.55 per cent on all items of the scale of 1903.

2. Check-weighmen may be placed on tipples at the expense of miners, and their duties shall be those prescribed by the laws of the State of West Virginia, and all weigh scales may be tested by the miners at any reasonable time.

3. Employees have the right to trade where they please, and no coercion will be permitted to influence their trade.

4. The mining rate per ton for splint or hard coal shall be fixed upon a run of mine basis, but screened lump coal may be mined provided the increased rate paid for screened lump coal shall be according to the percentage of screenings in producing screened lump as against mine run coal.

5. The Operator or his Superintendent or Mine Boss shall be respected in the management of the mine, and the direction of the working force. The authority to hire and discharge shall be vested in the Mine Superin-

tendent or Mine Boss, and nothing in this agreement shall be construed to abridge the rights of the employer in either of these respects. If, however, any employee shall be suspended or discharged by the Company, and it is claimed by said employee that an injustice has been done him, an investigation shall be conducted by the parties to the agreement, and in the manner set forth in rule 14, and if it is proved that an injustice has been done said employee, the Operator agrees to reinstate him. The investigation to begin immediately, and a decision to be reached within three days.

6. No objections to be made by the Operator to the check off from those for whom a scale is made and from such outside men as are employed on inclines and tipples who are eligible to membership in the United Mine Workers of America, for the requirements of the organization, said amount not to exceed 50 cents per pay.

7. The Operator shall at all times be at liberty to load any railroad cars or barges whatsoever, regardless of their ownership, with coal, and sell and deliver such coal in any market, and to any person, firm, or corporation, that he may desire.

8. Nine hours shall constitute a day's work: Nine hour day means nine hours work at the face, exclusive of Noon-time, six days a week, or fifty-four hours a week, provided the Operator desires to work the mine, and no local ruling shall in any way affect this rule, or impose conditions affecting the same, and any class of day labor may be paid, at the option of

the Operator, for the number of hours or fraction thereof actually worked at the hour rate, based on one ninth of the scale rate per day, except that when the men go into the mine to work in the morning they shall be entitled to two hours work whether the mine works two hours or not. If for any reason the regular routine work cannot be furnished the inside day labor for any portion of the first two hours, the operator may furnish other than regular labor for the unexpired time.

9. All labor shall be paid semi-monthly. Semi-monthly pay means that the miners shall be paid twice a month, pay days to be determined locally, and statements shall be issued to all employees not later than twenty-four hours prior to pay day.

10. The miner shall be required to load his coal in every case free from slate, bone, nigger-head and other impurities.

11. All coal mined, drilled and blasted by the miners must be done in a practical and workmanlike manner, and in accordance with the State Mining Laws of West Virginia.

12. In paying for coal before it is screened, it is not intended to encourage unworkmanlike methods of mining and blasting coal, or to decrease the proportion of screened lump, and any miner will be subjected to discipline who, from ignorance, carelessness, or any other cause, fails to properly mine, shoot and load the coal.

13. In case any slate, bone, sulphur, or other impurities are sent out by the miner, it shall be the duty of the

trimmer of the car to call the attention of the weighman, and check-weighman, where one is employed, to the same, so as to deduct said weight from the ascertained weight of such car, and the miner so offending be notified; for the second offense he may be suspended for one working day or fined one dollar; for the third and each subsequent offense occurring in any one month, he may be suspended, discharged or fined \$2.50, at the option of the Superintendent; that in malicious and aggravated cases, the Superintendent shall have the right to suspend or discharge for the first or any subsequent offense.

Any miner abusing, or seeking to embarrass the trimmer for performing his duties shall be fined three dollars, or be discharged at the option of the Superintendent.

It is understood that if the check-weighman leaves his post to investigate the amount of impurities thrown out, or for any other purpose, the running of the coal over the tippie will not be suspended during his absence.

Splint coal loaded out with gas coal, when it is ordered to be separated, shall be considered as impurities, and shall be dealt with as such.

The proceeds of all fines arising under this clause to be paid into the funeral fund. Under no circumstances shall the fines be remitted or refunded.

14. The duties of the Mine Committee shall be confined to the adjustment of disputes between the Mine Boss and any of the miners working

in the mine for whom this scale is made.

In case of any local trouble arising at any mine through the failure of a miner or mine laborer to agree with the Mine Boss, the Mine Committee and the Mine Boss are empowered to adjust it, and in case of their disagreement, it shall be referred to the Superintendent of the Company and the Miner's sub-district President, and should they fail to adjust it, it shall be referred in writing to the higher Officials of the Company and State Officials of the Mine Workers to adjust it, and in all cases the miners and mine laborers and parties involved must continue at work pending the investigation and adjustment until a final decision is reached in the matter, as above set forth.

If any employee, for whom this scale is made, refuses to work because of any grievance which has not been taken up in the manner provided herein, and such action shall seem likely to impede the operation of the mine, the Mine Committee shall immediately furnish a man or men to take such place or places at the scale rate, in order that the mine shall continue at work; and it shall be the duty of any member or members of the Mine Workers, who may be called upon by the Mine Boss, or Mine Committee, to immediately take the place or places assigned him or them, in pursuance hereof.

The Mine Committee in the discharge of its duties, shall under no circumstances, go around the mine for any cause whatsoever, unless called

upon by the Mine Boss or by the miner or day man who may have a grievance that he cannot settle with the Mine Boss.

The foregoing shall not be construed to prohibit the Mine Committee from looking after the membership dues, and initiation fees in any proper manner.

Members of the Mine Committee employed as day men shall not leave their places of duty during working hours except with the permission of the Mine Boss or in cases involving the stopping of the mine.

15. The scale of prices agreed to for mining shall include the work required to mine, shoot and load the coal, and properly timber the working places in the mines, and the Operator shall be required to furnish the necessary props and timber to properly timber all working places.

If any miner shall fail to properly timber and care for his working place, and such failure shall entail falls of slate, rock and the like, or if, by improper or reckless shooting of the coal in room or entry, the mine props or other timbers, shall be disturbed, or unnecessary falls result, the miner whose fault is the occasion of such damage, shall repair the damage without compensation, and if such miner fails to repair such damage, it shall be considered a dischargeable offense, and he may be dealt with at the discretion of the Superintendent.

In any case where the Mine Boss directs the placing of crossbars to secure the roadway, then, and in such cases only, the miner shall be paid



prices for such cross-bars as may be agreed upon between him and the Mine Boss. In case of miners shooting bottom; should any of the props be loosened or displaced, thereby endangering the safety of the workmen, the miner agrees to reset same. The above does not contemplate any changes from the ordinary method of timbering by the miner for his own safety.

16. Should any employee absent himself from his work for two days, or persist in working irregularly, unless through sickness, or by first having notified the Mine Boss and obtained his consent, it shall be construed as a dischargeable offense; and in case of sickness it is the duty of said employee to notify the Mine Boss at once in order that arrangements may be made to fill his place.

17. All classes of labor are to work full nine hours, and going to, and coming from their respective working places, is to be done on their own time. All day men shall perform whatever day labor the foreman may direct, and a nine hour day means nine hours' work in the mine at the usual working places, exclusive of noon time, for all classes of inside day labor. This shall be exclusive of the time required in reaching said working places in the morning and departing from same at night.

Drivers shall take their mules to and from the stables and the time required in so doing does not include any part of the day's labor, their time beginning when they reach the change where they receive empty cars and

ending at the same place. The prevailing customs relative to harnessing and unharnessing their mules shall continue.

18. The Operator will see that an equal turn is offered each miner, and that he is given a fair chance to obtain same. The check-weighman, where one is employed, shall keep a turn bulletin for the turn-keeper's guidance. The drivers shall be subject to whoever the Mine Boss shall designate as turn-keeper in pursuance hereof. This rule is not applicable, and shall not be considered as preventing the Operator from driving entries as rapidly as he may desire, the regulation of the turn to be determined by the Mine Committee, the check-weighman, where employed, and the Mine Boss.

19. Miners shall drive double-shift entries when called upon to do so by the Operator, and 25 cents per yard extra shall be paid for pick entry and 20 cents per yard for machine entry.

20. A burial fund may be established by each mine or local, to which fund each miner shall contribute 25 cents per month until a sum of not less than seventy-five and not more than one hundred and fifty dollars, shall have been created, when collections shall cease until the fund is reduced by death, when a collection of 25 cents per man per month shall again be made until the amount reaches the maximum agreed upon, and so on, and the Operator shall contribute in case of death of a miner, or any member of his family, an amount agreed upon by the Operator and the Burial Fund Committee. In consid-

eration of this contribution, it is agreed and understood that the miners and day men will not cease work to attend the funeral of either miner, or member of the miner's family, except that in case the miner is killed outright while at work in the mine, in which event the mine may be closed the day of his death, resuming work the following morning. This is not to be construed to mean that individual mine workers or relatives of the deceased shall not attend the funeral if they so desire.

There shall be a committee appointed known as the Funeral Fund Committee to take charge of these funds, and make all necessary funeral arrangements in case of any death, and said committee shall be paid for such duties as may be agreed upon locally.

21. Machine men will be required to cut coal level and close to bottom, and all machine men leaving more bottom than four inches, except in case of pots, or extreme variations, will be required to lift same or it shall be lifted at their expense.

In case sprags are left by machine men, they shall be notified by the loader, and if they refuse to remove same, the loader shall do so, and be allowed 50 cents for so doing, the said 50 cents shall be charged to the machine men.

22. Under no circumstances will the Operator, recognize or treat with any Mine Committee, or any representative of the United Mine Workers of America during the suspension of work contrary to this agreement.

23. Where there is not sufficient room to gob the dirt, and draw slate

in entries with ordinary conditions the loader or miner shall load it in bank cars and the Company shall unload it.

24. All machine loaders shall be awarded two rooms, or equivalent of three rooms in thin seams for each two men, and they work "buddies," and in that way load from one room at a time, so that it will give an opportunity to cut the other room, and not lose any time to machine or loader, and the Operator will provide such rooms for each two men at the earliest possible moment, but in the event of territory becoming scarce from a squeeze or striking a horse-back, or any other unavoidable obstacle, this shall not be construed so as to diminish the output of the mine.

25. The following employees are not eligible to membership to the United Mine Workers of America: Mine Boss, Inside Boss, Weighman, Dock Boss, or Boss Trimmer, Stable Boss, Electrician and Night watchman.

It is understood that in the event of a disagreement between Operators and Mine Workers, Engineers are required to continue to perform such work as is in line with their duties.

26. No mine shall be compelled to hire more than one man as head track-layers; all others shall be known as helpers, and so paid, and all helpers shall be expected to do such work as is laid out for them by the head-track-layer.

27. For dead work where unusual conditions exist, the price to be paid

for same shall be a question for local adjustment.

28. Where splint coal is separated and thrown back, to meet exceptional market conditions, and afterwards loaded, there shall be paid twelve and one half cents ( $12\frac{1}{2}c$ ) per ton extra.



# Scale of Prices.

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Basis—Ton 2,000 pounds—Run of  
Mine Coal.

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## Kanawha Thick Vein No. 1 and 2 Seams.

Pick mining .....	\$ .42½
Yardage in Pick Entries and breakthroughs between en- tries .....	.94½
Machine loading in Room .....	.21½
Machine loading in entries, breakthroughs in entries and room Necks .....	.26
Machine cutting in both rooms and entry .....	.05½

## Kanawha Hard Coal No. 5 Seam.

Pick Mining .....	\$ .44½
Yardage in pick entries and breakthroughs between en- tries .....	1.04
Machine loading in rooms .....	.22½
Machine loading in entries and breakthroughs in entries and room necks .....	.26½

Machine cutting in room ....	.06
Machine cutting in entry, breakthroughs between entries and room necks .....	.06¾

Screened coal to be paid for on basis of percentage of screenings.

### Coalburg Seam.

Pick mining .....	\$ .49
Yardage in pick entry and breakthroughs between entries .....	1.18
Machine loading in room ....	.27
Machine loading in entry and breakthroughs in entries and room necks .....	.31
Machine cutting in room .....	.06½
Machine cutting in Entry, breakthroughs between entries and room necks .....	.07½

Over 1 ½ inch screen.

Pick mining .....	\$ .70¾
Machine loading in room .....	.36
Machine loading in entry breakthrough in entry and room necks .....	.43½
Machine cutting in room ....	.08½
Machine cutting in entry, breakthroughs between entries and room necks .....	.09¾

## Cedar Grove Seam.

Pick mining .....	\$ .49
Yardage in pick entries and breakthroughs between en- tries .....	.80 $\frac{1}{4}$
Machine loading in room .....	.27
Machine loading in entries, breakthroughs between en- tries and room necks .....	.31
Machine cutting in room ....	.08 $\frac{1}{4}$
Machine cutting in entries, breakthroughs between en- tries and room necks .....	.09 $\frac{1}{4}$

Lewiston seam to be same as Coalburg.

Kanawha seam to be same as Coalburg.

Black Band seam to be same as Coalburg.

Elk River seam same as Kanawha hard coal, or No. 5 seam and Coalburg.

Guyandotte River to be same as Kanawha hard coal, or No. 5 and Coalburg.

Raymond seam to be same as Coalburg, except to be mined over 1 $\frac{3}{4}$  screen, and there shall be a differential of  $\frac{3}{8}$ c per bushel.

Gauley River seams to be based upon Kanawha seams that apply to them.

Elk River cannel coal, special price to be agreed upon.



## INSIDE DAY LABOR.

Water haulers, machine haul-	\$
ers, and drivers of 1 mule..	1.80
Drivers of two mules .....	1.89
Motormen and machine run-	
ners .....	2.22
Track layers .....	2.12½
Track layers' helpers .....	1.75
Slate Shooters .....	1.98
Couplers .....	1.04
Greasers .....	.95
Trappers .....	.75
All other inside day labor ....	1.75

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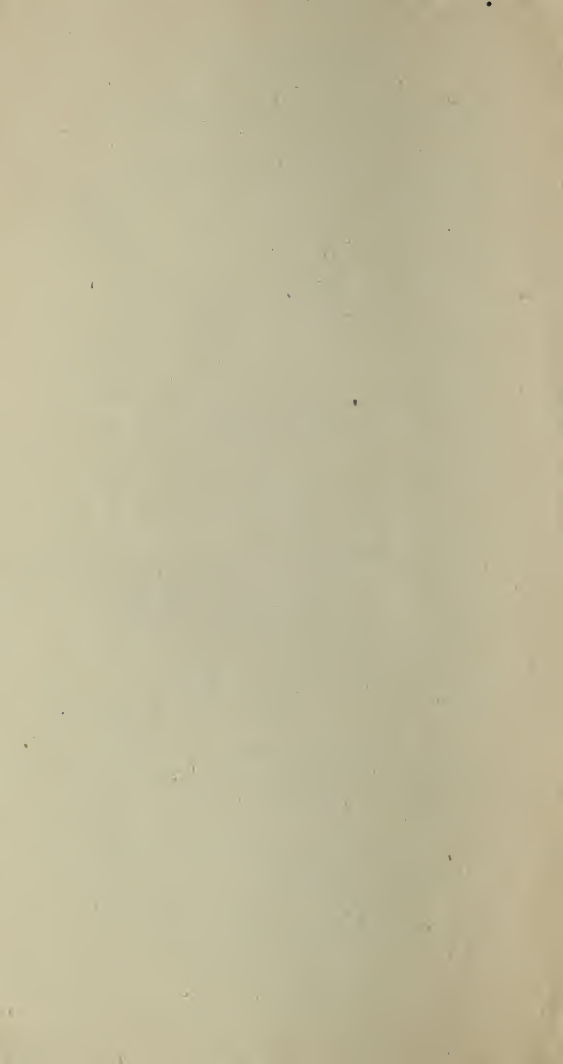
For the Miners:

H. A. WOODRUM,  
 J. S. MASSEY,  
 D. C. KENNEDY, Pres. Dis. No. 17.  
 J. P. IRELAND, Pres. Sub. Dis.  
 T. L. LEWIS, Nat. Vice Pres. U.  
       M. W. of A.  
 C. J. BUMPUS, Sec. Sub. Dis.

\* \* \*

For the Operators:

JNO. W. WINDER,  
 ENOCH CARVER.  
 J. W. DAWSON.  
       Chairman of Joint Convention.  
 CLARK JOHNSON,  
       Secretary of Joint Convention.  
 D. T. EVANS,  
       Sec. of Joint Convention.







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